

CONSTRUCTION CONTRACTS

- 13. Award CC-0926-06/TLR – Lockhart Smith Canal Improvements and Regional Stormwater Facility to Oklawaha Farms, Inc., Miami (\$5,169,065.45).**

CC-0926-06TLR will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for clearing and grubbing of 7 acres of canal area, about 13,000 cy of channel excavation in addition to reshaping of the canal section, construction of a pedestrian bridge over the canal, installation of over a thousand tons of riprap, bedding stones, fences, gates, culverts and drainage structures; and reconstruction of the existing borrow pit, clearing and grubbing along the existing slope of the berm, buildup of two berms, planting over 56,000 plants, installation of gabion and riprap, replacement and installation of inflow/outflow pipes and structures.

This project was publicly advertised and the County received one (1) response. The Review Committee consisting of Mike Garcia, Project Manager, Rolando Raymundo, Principal Engineer, Project Manager; Mark Flomerfelt, Stormwater Manager; and Al Collock, Lead Inspector, evaluated the responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award of the contract to the responsive, responsible bidder, Oklawaha Farms, Inc., Miami, in the amount of \$5,169,065.45. The completion time for this project is one hundred eighty (180) calendar days from issuance of the Notice to Proceed by the County for Lockhart Smith Canal Improvement and two hundred forty (240) calendar days from issuance of the Notice to Proceed by the County for the Lockhart Smith Regional Stormwater Facility.

This is a budgeted project and funds are available in conjunction with a BAR in account number 077600.560650 CIP#00202402, 077603.560650 CIP#00258401, and 077641.560650 CIP#00258401. Public Works/Stormwater Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Purchasing and Contracts Manager to execute the agreement as prepared by the County Attorney's Office.

B.C.C. - SEMINOLE COUNTY, FL
BID TABULATION SHEET

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

BID NUMBER: CC-0926-06/TLR

BID TITLE: Lockhart Smith Canal Improvements
 And Regional Stormwater Facility

OPENING DATE: August 23, 2006, 2:00 P.M.

PAGE: 1 of 1

ITEM DESCRIPTION	Response 1		
TOTAL AMOUNT OF BID	Oklawaha Farms, Inc. 9200 S. Dadeland Blvd. Ste. 705 Miami, FL 33156 Steven L. Risi, VP 305 670-9660 Ph. 305 670-9659 Fx.		
Acknowledge Addenda (1)	\$5,173,315.45 ^{RA} 5,169,065.45		
Bid Bond	Yes		
Trench Safety Act	Yes		
Bidder Information Form	Yes		
Experience of Bidder	Yes		
Non-Collusion Affidavit	Yes		
Certificate of Nonsegregated Facilities	Yes		
American w/Disabilities Affidavit	Yes		

Opened and Tabulated by: T. Roberts

Posted: 8/23/2006 at 4:30 PM

Recommendation: TBA

Board Date: TBA

AGREEMENT (CC-0926-06/TLR)

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **OKLAWAHA FARMS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 9200 S. Dadeland Boulevard, Suite 705, Miami, Florida 33156, hereinafter called the "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

Section 1. Work. The CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as CC-0926-06/TLR - Lockhart Smith Canal Improvements and Regional Stormwater Facility (I-4 to Borrow Pit).

The Project for which the Work under the Contract Documents is a part is generally described as CC-0926-06/TLR - Lockhart Smith Canal Improvements and Regional Stormwater Facility (I-4 to Borrow Pit).

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Camp Dresser & McKee, Inc., 2301 Maitland Center Parkway, Suite 300, Maitland, Florida 32751.

(b) "CEI" is the Seminole County Engineer or the COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall mean Seminole County.

Section 3. Contract Time.

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The Work for Lockhart Smith Canal Improvements shall be substantially completed, as described in subsection 14.13 of the General Conditions, within one hundred fifty (150) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work for Lockhart Smith Canal Improvements shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion. Total completion time for Lockhart Smith Canal Improvements is one hundred eighty (180) days from issuance of the Notice to Proceed.

The Work for Lockhart Smith Regional Stormwater Facility shall be substantially completed, as described in subsection 14.13 of the General Conditions, within two hundred ten (210) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work for Lockhart Smith Regional Stormwater Facility shall be finally completed, ready for Final Payment, in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion. Total completion time for Lockhart Smith Regional Stormwater Facility is two hundred forty (240) days from issuance of the Notice to Proceed.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) Float time allocated specifically to the CONTRACTOR's responsibility for coordination of utility relocations by subsection 12.1.1.1.3 of the General Conditions is included in the Contract Time provided by this Section. The COUNTY will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the float time allowed by subsection 12.1.1.1.3 and also extend the Project Schedule's Critical Path.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). The CONTRACTOR's total compensation is FIVE MILLION ONE HUNDRED SIXTY-NINE THOUSAND SIXTY FIVE AND 45/100 DOLLARS (\$5,169,065.45) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action

of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: 1) performance of the Work under Central Florida weather conditions; 2) applicable law, licensing, and permitting requirements; 3) the Project site conditions, including but not limited to, subsurface site conditions; 4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the COUNTY with its own forces, the work of other utility contractors and the work of others at the Project site.

Section 5. Payment Procedures.

(a) CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

(b) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

Section 6. Additional Retainage For Failure to Maintain Progress on the Work.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, then the COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the

number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER'S approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY'S discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER'S approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

Section 7. Contractor's Representations. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, weather, Chapter 220, Part 1, "Purchasing Code", Seminole County Code, and with all local conditions and Federal, State and local laws, utility locations, ordinances, rules, policies and regulations that in any manner may affect cost, progress or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations, examinations and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent) and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine," that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the

performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) The CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by the COUNTY, ENGINEER or any agent relating to compliance with the Contract Documents shall not operate as a waiver by the COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) The CONTRACTOR declares and agrees that the COUNTY may require him to repair, replace, restore or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and

restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be J. Andrew Risi, Ph.D. and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the COUNTY Project Manager and following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or COUNTY or both by any governmental entity, district, authority or other jurisdictional entity relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR'S performance of the Work within ten (10) days of receipt of the complaint from citizens, ENGINEER or the COUNTY. The CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of

Problem". Responses and action taken by the CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within ten (10) days, then the COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(1) CONTRACTOR acknowledges that the COUNTY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. The CONTRACTOR authorizes the COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

Section 8. Contract Documents. The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Agreement.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.
- (g) Material and Workmanship Bond.
- (h) Specifications.

- (i) Technical Specifications Provided in these Contract Documents.
- (j) General Conditions.
- (k) Supplementary Conditions including any utility specific forms provided by the COUNTY's Utility Division.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection.
- (p) Certificate of Engineer.
- (q) Certificate of Final Completion.
- (r) CONTRACTOR's Release.
- (s) Drawings and Plans.
- (t) Supplemental Agreements.
- (u) CONTRACTOR's Waiver of Lien (Partial).
- (v) CONTRACTOR's Waiver of Lien (Final and Complete).
- (w) Subcontractor/Vendor's Waiver of Lien (Final and Complete).
- (x) Consent of Surety to Final Payment.
- (y) Instructions to Bidders.
- (z) CONTRACTOR's Insurance Requirements, Certificate and Insurance Policies.

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

Section 9. Liquidated Damages.

(a) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that

the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default or if the CONTRACTOR has abandoned the Work.

Section 10. Miscellaneous.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Section 11. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00).

The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Engineering Division
520 W. Lake Mary Boulevard, Suite 200
Sanford, FL 32773

For CONTRACTOR:

Oklawaha Farms
9200 S. Dadeland Boulevard, Suite 705
Miami, FL 33156

Section 13. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter

112, Florida Statutes, relating to ethics in government. See County Personnel Policy 4.10(F).

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

Section 14. Material Breaches of Agreement.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within

a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

OKLAWAHA FARMS, INC.

STEVEN L. RISI, Secretary

By: _____
LOUIS J. RISI, JR., President

(CORPORATE SEAL)

Date: _____

SEMINOLE COUNTY, FLORIDA

Witness

By: _____
RAY HOOPER, Purchasing and
Contracts Manager

Print Name

Witness

Date: _____

Print Name

As authorized by Section 330.3,
Seminole County Administrative
Code.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
9/25/06 dg/10/6/06
CC-0926

BID FORM

**SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF**

PROJECT: Lockhart Smith Canal Improvements & Regional Stormwater Facility (I-4 Borrow Pit)
COUNTY CONTRACT NO. CC-0926-06/TLR

Name of Bidder: Oklawaha Farms, Inc.

Mailing Address: 9200 South Dadeland Boulevard, Suite 705, Miami, FL 33156

Street Address: 9200 South Dadeland Boulevard, Suite 705

City/State/Zip: Miami, FL 33156

Phone Number: (305) 670-9660

FAX Number: (305) 670-9659

Contractor License Number: CG C038235

TO: Purchasing and Contracts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 1, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions to Bidders.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents from the COUNTY directly or via the website (www.seminolecountyfl.gov/purchasing).

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID: ~~\$5,173,315.45~~ 5,169,065.45 *
(Canal Improvements, Borrow Pit & lowest priced alternate) Numbers

Five Million One Hundred ~~Seventy Three Thousand Three Hundred Fifteen~~ Dollars and Forty Five Cents

(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

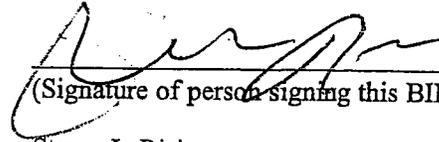
The Bidder acknowledges the receipt, execution, and return of the following forms:

Section 00100 - Bid Forms, including alternates and addendum, if any.
Section 00150 - Trench Safety Act Form
Section 00160 - Bidder Information Forms (*including W-9*)
Section 00300 - Non-Collusion Affidavit of Bidder Form
Section 00310 - Certification of Nonsegregated Facilities Form
Section 00330 - Drug-Free Workplace Form
Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 22nd day
of August, 2006.

Oklawaha Farms, Inc.

(Name of BIDDER)



(Signature of person signing this BID FORM)

Steven L. Risi

(Printed name of person signing this BID
FORM)

Vice President

(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS bidder's bond

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by
law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be
forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the
undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents
accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the
COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements.
Should the COUNTY be required to engage the services of an attorney in connection with the
enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs
(including attorney's fees and costs on appeals) incurred with or without suit.

BID TABULATION
Seminole County
Lockhart-Smith Canal Improvements

ITEM NO.	ITEM DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	AMOUNT
101-1	Mobilization	LS	1		
				100,000.00	100,000.00
102-1	Maintenance of Traffic	LS	1		
				15,000.00	15,000.00
104-10-1	Hay or Straw, Baled	EA	50		
				130.00 85	6,500.00 4250. *
104-11	Floating Turbidity Barrier	LF	410		
				26.00	10,660.00
104-13-1	Silt Fence Staked (Type III)	LF	6350		
				3.90	24,765.00
109-71-2	Field Office	DA	180		
				130.00	23,400.00
110-1-1	Clearing & Grubbing	AC	7		
				42,857.00	299,999.00
120-5	Channel Excavation	CY	13000		
				32.50	422,500.00
120-6	Embankment	CY	3600		
				45.50	163,800.00
125-1	Excavation for Structures	CY	1280		
				39.00	49,920.00
160-4	Type "B" Stabilization	SY	11800		
				7.80	92,040.00
400-1-2	Concrete Class I (Endwalls)	CY	42		
				1,950.00	81,900.00
400-2-2	Concrete Class II (Endwalls)	CY	11		
				3,900.00	42,900.00
415-1-1	Reinforcing Steel (Roadway)	LB	2890		
				13.00	37,570.00
425-1-512	Inlet (Dt Bot Type B >10')	EA	1		
				13,000.00	13,000.00
430-171-129	Concrete Pipe (Class III, Reinforced, 24")	LF	127		
				162.50	20,637.50
430-171-138	Concrete Pipe (Class III, Reinforced, 36")	LF	52		
				195.00	10,140.00
430-171-141	Concrete Pipe (Class III, Reinforced, 48")	LF	46		
				260.00	11,960.00
430-610-29	U-Endwall with Grate	EA	3		
				39,000.00	117,000.00
430-982-141	Mitered End Section (48" RCP)	EA	1		
				13,000.00	13,000.00

BID TABULATION
Seminole County
Lockhart-Smith Canal Improvements

ITEM NO.	ITEM DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	AMOUNT
530-3-4	Riprap (Rubble, Ditch Lining)	TN	905	110.50	100,002.50
530-74	Bedding Stone	TN	250	78.00	19,500.00
550-10-110	Fencing, Type A	LF	2577	45.50	117,253.50
550-10-220	Fencing, Type B	LF	468	32.50	15,210.00
550-60-211	Fence Gate (Type B, Single Swing)	EA	2	2,600.00	5,200.00
550-60-223	Fence Gate (Type B, Double Swing)	EA	3	2,600.00	7,800.00
575-1-1	Sodding	SY	3360	3.90	13,104.00
4000-1	Removal of Existing Trailer	LS	1	6,500.00	6,500.00
5000-1	Timber Tie Retaining Walls	LS	1	32,500.00	32,500.00

Lockhart-Smith Canal Sub Total \$1,873,761.50

Alternate Bid Item No. 1

1,873,511.50 *

6000	Pre-cast Pedestrian Bridge	LS	1	117,000.00	117,000.00
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Sub-Total plus Additive Alternate No.1 \$1,990,761.50

Alternate Bid Item No. 2

6000	Pre-engineered Pedestrian Bridge	LS	1	91,000.00	91,000.00
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Sub-Total plus Additive Alternate No.2 \$1,964,761.50

BID TABULATION
Seminole County
Lockhart-Smith Regonal Stormwater Facility

ITEM NO.	ITEM DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	AMOUNT
101-1	Mobilization	LS	1	126,000.00	126,000.00
102-1	Maintenance of Traffic	LS	1	15,000.00	15,000.00
104-10-1	Hay or Straw, Baled	EA	200	65.00	13,000.00
104-11	Turbidity Barrier Floating	LF	350	26.00	9,100.00
104-13-1	Silt Fence Staked (Type III)	LF	20144	4.55	91,655.20
109-71-2	Field Office	DA	180	130.00	23,400.00
110-1-1	Clearing & Grubbing	LS	1	460,000.00	460,000.00
120-1	Excavation Regular	CY	52000	9.10	473,200.00
120-4	Excavation Subsoil	CY	1200	26.00	31,200.00
120-6	Embankment	CY	50000	7.80	390,000.00
121-70	Flowable Fill	CY	2	3,900.00	7,800.00
160-4	Stabilization Type B	SY	21260	7.80	165,828.00
400-1-2	Class I Concrete (Endwall)	CY	4	9,100.00 ^{8700.}	36,400.00 ^{32400.} *
425-2-61	Manhole (P-8, <10')	EA	2	14,300.00	28,600.00
425-1-511	Inlets	EA	1	19,500.00	19,500.00
430-171-125	18" Reinforced Concrete Pipe (Class III)	LF	48	156.00	7,488.00
430-171-129	24" Reinforced Concrete Pipe (Class III)	LF	232	214.50	49,764.00
430-171-133	30" Reinforced Concrete Pipe (Class III)	LF	120	227.50	27,300.00
430-171-142	54" Reinforced Concrete Pipe (Class III)	LF	96	286.00	27,456.00
430-830	Pipe Filling and Plugging	CY	2	6,500.00	13,000.00
430-982-125	Mitered End Section (18" RCP)	EA	1	13,000.00	13,000.00
430-982-129	Mitered End Section (24" RCP)	EA	2	14,300.00	28,600.00
430-982-133	Mitered End Section (30" RCP)	EA	2	15,600.00	31,200.00
430-982-142	Mitered End Section (Triple 54" RCP)	EA	1	19,500.00	19,500.00

BID TABULATION
Seminole County
Lockhart-Smith Regional Stormwater Facility

ITEM NO.	ITEM DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	AMOUNT
530-3-4	Riprap (Rubble-Ditch Lining)	TN	360	130.00	46,800.00
530-77-1	Gabion Basket (12" Thick)	SY	5325	93.67	498,792.75
530-77-2	Gabion Basket (36" Thick)	CY	8	520.00	4,160.00
550-10-220	Fencing, Type B	LF	5900	26.00	153,400.00
550-60-223	Fence Gate (Type B) (Double Swing)	EA	3	2,600.00	7,800.00
570-2	Seed & Mulch	SY	15000	1.30	19,500.00
570-3	Seed Grass (Permanent, Bahia)	LB	310	13.00	4,030.00
570-4	Mulch Material	TN	13	260.00	3,380.00
5799	Mitigation Planting	LS	1	344,500.00	344,500.00
1020	Pipe (Removal)	LF	140	130.00	18,200.00

Lockhart-Smith Regional Stormwater Facility Sub-total ~~\$3,208,553.95~~
 + 3204,553.95 *
 Lockhart-Smith Canal (Sub-Total plus Lowest Additive Alternative) Sub-total \$1,964,761.50
 =
 Total ~~\$5,173,315.45~~
 5,169,065.45 *

*Revisions derived from the attached letter dated 10/04/06.

October 4, 2006

Ms. Tammy Roberts, Sr. Contracts Analyst
Seminole County
Purchasing & Contracts Division
1101 East First Street, Room #3208
Sanford, FL 32771

Re: Lockhart Smith Canal Improvements & Regional Stormwater Facility (I-4
Borrow Pit), Bid No. CC-0926-06/TLR

Dear Ms. Roberts,

As per our telephone conversation today, following is an explanation as to Oklawaha Farms, Inc.'s (OFI) prices for two of the bid items for the above referenced project:

Regarding Item 404-10-1, Baled Hay or Straw, OFI's bid is \$130/bale for 50 bales in the Canal portion of bid and \$65/bale for 200 bales in the Stormwater portion of bid. The price difference is due to the fact that the maintenance of a hay bale system is more expensive and harder to control in a canal rather than in a more static environment (Stormwater portion of bid). OFI will purchase the hay bales in bulk and agrees to change the per bale price in the Canal portion of the bid to \$85/bale.

OFI's bid for Item 400-1-2, Class 1 Concrete (Endwalls), is \$1,950/CY for 42 CY in the Canal section and \$9,100/CY for 4 CY in the Stormwater section. The cost per cubic yard is more in the Stormwater portion because the single endwall at the stormwater facility is not incorporated in the canal bypass dewatering system and its vicinity to two separate borrow pits could create dewatering problems. Hence, OFI will have to well-point the structure individually which creates a higher unit price. While we are uncertain as to the degree of difficulty in dewatering, OFI agrees to reduce the price for Item 400-1-2 in the Stormwater section of the bid to \$8,100/CY.

If you have any questions, please feel free to contact me.

Sincerely,


Andrew Risi, Ph.D.
Project Estimator